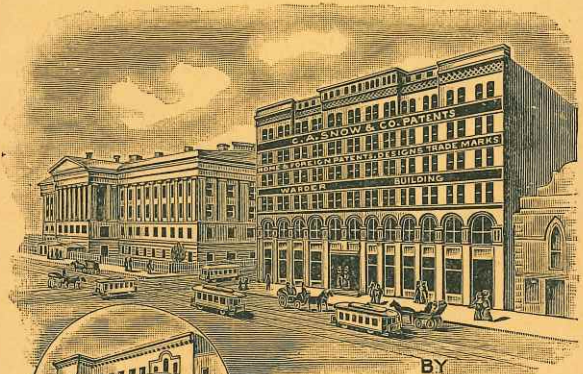
How to Obtain Patents, Trade Marks, Copyrights and Caveats

WITH

ABSTRACTS OF DECISIONS IN LEADING PATENT CASES, AND OTHER INFORMATION OF IMPORTANCE TO INVENTORS, PATENTEES AND MANUFACTURERS.



BY

C. A. Snow & Co.

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AMERICAN AND FOREIGN PATENTS,

COR. NINTH & F STS. (OPPOSITE UNITED STATES PATENT OFFICE)

WASHINGTON, D.C.

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INTRODUCTION.

To Inventors, Patentees, and all Interested in Patents.

Our patent soliciting business was **established in 1874.**

Our offices are opposite the south front of the United States Patent Office, where we have easy access to all models and drawings of patents and can make more exhaustive searches and give more accurate advice about patents than can those who are remote from Washington, and who must transact business through middlemen or by mail. The information in this pamphlet is given to enable inventors to secure patents in the quickest and most economical way. **We retain no attorney's fee unless we get allowance of patent,** and it is important for us and for our clients that we make a careful search, and examination, before advising to apply for patent, for if we fail to get a patent, we lose our time and work, and the inventor in such case will lose the amount of the first Government fee and cost of drawings (usually $20). We, therefore, make a careful examination in the U. S. Patent Office before we advise to apply for patent, in order that both we and the inventor may avoid loss.

C. A. SNOW & CO.,

REGISTERED PATENT ATTORNEYS,

Registration No. 340. WASHINGTON, D. C.

OUR REFERENCES.

We enclose with this pamphlet a list of the names of our clients in the State or vicinity of the person addressed. These are always the most reliable references, for we have obtained patents for them, they know us and have proved us. We refer in Washington to the Columbia National Bank, the Citizens National Bank and Traders National Bank; also to any business house in Washington.

1. What Patents are Granted For.

Patents are granted in the United States to the inventor or inventors of any new and useful machine, tool, utensil, art, article of manufacture, composition of matter, design, **or any improvement** thereon, unless the same has been previously patented by another or has been in public use more than two years or has been described in any printed publication in this or in any foreign country more than two years prior to the application for patent. A patent secures to the owner the exclusive right to make, use and sell the invention for seventeen years in all the United States and territories. This right can be sold in whole or in part, or by territory, or leased by license, and, if the right is infringed, damages may be recovered and the infringement stopped.

2. Cost of Patent, Simple Invention, $65.

The total cost of patent for a simple invention, which is one requiring but a single sheet of official drawings, is $65:

First Government Fee	$15
Official Patent Office Drawings	5
Final Government Fee	20
(To be paid within six months after allowance of patent.)	
Attorney's Fee	25
(Always returned unless patent is allowed.)	
Total	$65

Among the simple inventions may be classed those having but few parts, such as household utensils, wearing apparel, harness, kitchen, shop and farm implements, clasps, buckles, buttons, and hundreds of articles too numerous to mention. By far the greater number of things that are patented belong to the class of simple inventions.

3. For a Complicated Invention, $70 to $85.

The cost of patent for a complicated invention, or one requiring two or three sheets of drawings, will be from $70 to $85. In this class may be mentioned machines used on the farm, in the mill, the workshop, or in the various arts and manufactures.

4. For a Difficult or Technical Invention, $90 or more.

The cost of a patent increases in proportion to the number of sheets of drawings required, the length of the specification, the complexity of the invention, and the number of the claims. Among difficult and technical inventions may be classed heavy agricultural machines, metal and wood-working machines, milling machinery, looms, harvesters, threshers, electrical apparatus, weighing and registering machines, telephonic and telegraphic apparatus, and other intricate machinery, requiring a high order of professional and technical ability, in the preparation of the specifications, drawings and claims, and in the prosecution of the case in the Patent Office.

We aim to make our charges moderate and consistent, whether we handle a simple or an intricate invention, and the inventor is always fully advised beforehand what the cost of his patent will be.

5. How to Apply for a Patent.

Send us, by mail or express, prepaid, a drawing, photograph or model of your invention. Mark the particular parts with letters or figures, and describe the invention by referring to these letters or figures. If a model is sent, it need not be a fine one, and it need not always be a working one, but it should clearly show the invention. It may be made of any material. The model can be returned after we are through with it.

☞Please understand that we never make search or report until we receive a model, drawing or photograph of the invention. If you send a word description only, we will write back for a model, sketch or photograph.

6. When and How to Send Money.

The inventor should, if possible, send the amount for the first Government fee and for official drawings, usually $20, when he sends model, drawing, or photograph. We will make a careful, free examination, and report if patentable or not, on receiving model, drawing or photograph, but, when money has been sent, we have evidence that the inventor is in earnest, and, if the invention is decided by us to be patentable, we can save time by preparing and sending the papers for the signature and oath of the inventor, thus hastening the application for patent. Money may be sent by draft, money order, express package, or check. If not convenient to remit $20, the amount for drawings and first Government fee, remit $15, $10, or even $5, and we will proceed with the work of the application for patent, if our search shows the inven-

tion to be patentable, or will return money, if we find in our search that the invention is not patentable.

☞While we will make a free report as to patentability, we will not proceed to secure the patent until we receive money, as explained in this paragraph.

7. No Attorney's Fee Retained unless Patent is Obtained.

After we decide that the invention is patentable, and have received money, as explained in the preceding paragraph, we will carefully prepare the drawings, specification and claims, which will be sent to the inventor, with instructions how to sign the papers and make oath to the invention. The inventor will then return these papers to us, with the amount of our fee, which will be $25, as before explained, in a simple case. If the inventor prefers, he can place the amount of our fee in his home bank, to be paid us when we send this bank the official notice of the allowance of patent, or returned to him, if we fail to secure allowance of patent. If his bank will not accept the deposit of our fee on these terms, the Columbia National Bank of Washington will so accept it. **In no case will we keep this attorney's fee unless we secure allowance of patent. The inventor will positively have his patent allowed, or our fee will be returned to him, whether he remits it to us or places it in bank.**

8. Extra Drawings.

If it is necessary to submit more than one sheet of Patent Office drawings to properly show the invention, a charge of $5 will be made for each sheet. The inventor will always be informed at the time we report upon the patentability of the invention, if this additional expense is necessary. Our practice has shown the importance of presenting every detail of the invention by large, plain drawings, in order to secure best results in the United States Patent Office. Whenever there are a number of ways of accomplishing the same purpose, it is desirable to incorporate in the Patent Office drawings, figures illustrating the various ways or modifications. A patent may be strengthened by pursuing this course. By the increase of the number of sheets of the drawings, the expense of patent is slightly increased, but this expense is well made up when the broadened scope of the patent is considered.

9. Patent Pending or Applied For.

When the papers have been returned to us, after they have been signed and sworn to by the inventor,

they will be placed in the United States Patent Office, and the application will be prosecuted to a final issue. It is while the application is pending in the United States Patent Office that the judgment and discretion of a faithful patent lawyer are most needed, for the scope, validity and protection of a patent depend much upon the management of the application at this stage. It is during this "Patent Pending" period that the patience and endurance of the inventor are most tried, but we beg him to remember that while he is waiting, we are both working and waiting, for we spare neither time nor effort to secure for our clients claims that will fully cover their inventions; that will protect them against infringement.

10. Marking, "Patent Applied For."

The better practice is, in our opinion, to defer the manufacture and sale of the article until it has been patented, but it is the privilege of the inventor, if he is not disposed to wait until the invention is patented, to mark the article "Patent Applied For," or "Patent Pending," and place it on the market. He cannot, however, convey a valid territorial interest until the patent has been granted.

11. How Long Before I Can Get Patent?

Perhaps the larger number of patents are allowed in from eight to twelve weeks after the application has been duly presented to the United States Patent Office, but sometimes as many months are required. There are thirty different divisions in the U. S. Patent Office, each division having a separate corps of examiners. Some of the examiners are liberal, while others are technical and illiberal. Some inventions are complicated, and have many claims, and months may be required to procure a patent that will fully protect the invention. We aim to do thorough rather than hurried work, and prefer to work for inventors who know what this means. In intrusting your business to us, your best security that we will prosecute your case with diligence is the fact that we can retain no fee unless we have secured the allowance of patent.

12. Assignments.

It often happens that the inventor, on the strength of our report as to the patentability of his invention, is able to find a partner or partners who will purchase an interest in his invention, either for a pecuniary consideration or the cost of procuring the patent, or both. The interests of such partner or partners can be secured by a formal assignment, signed by the in-

ventor and recorded in the United States Patent Office. The cost of preparing, filing and recording an assignment of ordinary length is $3.

We keep on hand for our clients assignments of territory, of undivided interest in patents, license deeds, etc., at cost of three cents each, 25 cents a dozen and $1.50 a hundred.

13. About Attorneys.

It is evident that a patent attorney in Washington, in close touch with the United States Patent Office, has advantage over attorneys who live in other cities and towns. Some attorneys secure their fee the first thing, and keep it whether they get an allowance of patent or not. We work on the contingent fee plan; and retain no attorney's fee unless we secure the patent. We assume that it is safer and more business-like to pay your attorney after he has accomplished his work than before he begins it.

Abraham Lincoln said in an Address to Law Students:

"As a rule, never take your fee in advance, nor any more than a small retainer. When fully paid beforehand, you are more than a common mortal if you can feel the same interest in the case as if something was still in prospect for you, as well as for your client; and when you lack interest in the case, the job will very likely lack skill and diligence in the performance."

Our contingent-fee plan is so fair, and our work is so famously good that the attorneys who insist on getting their fee in advance, and holding it, although they get no patent, cannot compete with us.

Can you not see that any lawyer has you at great disadvantage when you pay him in advance for a promise instead of performance?

We do not envy the conscience of those attorneys who advise an inventor that his invention is patentable, get their fee and keep it, though they never get the patent. We would feel that our client might think we had not given him honest advice, or that we had been over anxious to get a fee.

We have been established in the patent-soliciting business since 1874. Owing to our moderate charges —and the fact that we do not keep the attorney's fee unless we get allowance of patent—our soliciting business has grown to be one of the largest in the United States. This fact has naturally excited the jealousy of our competitors, and they have much to say in denunciation of what they call the "No-patent-no-pay" plan. We have been content to leave it to the common sense of the inventor to decide whether it is wiser and fairer for him to pay in advance or whether it is more prudent and business-like to hold the attorney's fee as an incentive to faithful and successful work.

If an attorney is honest he will try to secure good claims. If he is not honest, paying him in advance will not make him so. The payment in advance is a perpetual temptation to report an invention patentable, when it is really not so, thus causing the inventor to lose not only the attorney's fee, but the first Government fee as well. But if the attorney's fee is dependent on his work in securing the patent, and not merely on his report that it is patentable; if he has to get the patent before he gets his pay, he will be more careful in his examination and report. It seems that one's knowledge of human nature would convince him that an attorney, like any other man, will work with more interest for money to be earned than for money already in his pocket. The best lawyers in the country work for contingent fees.

14. Hints to Correspondents.

1. Whenever you write, no matter how often, please give your address. Always write your name plainly, and be sure to give your first name in full. Always address your letters in the firm name, and not to any individual. All correspondence is carried on in the name of C. A. Snow & Co.

2. Whenever you write, refer to your former business or correspondence with us, and if you are writing in the interest of some inventor, give his name and furnish proper authority from him. Generally we would remember you, but such a reminder might help us in the identification.

3. Remember that all business is strictly confidential, and that we cannot tell one client about another client's business without written authority from the latter. Please keep this in mind, because we have almost every day to remind our correspondents of this rule.

4. As soon as the case is filed in the Patent Office, the applicant is protected against the grant, without his knowledge, of a patent for the same thing to another person.

5. Citizens, foreigners, women, minors and the administrators of estates of deceased inventors, may obtain patents.

6. It is not necessary to work a United States Patent, within any specified period, in order to maintain its validity. The patent is granted for seventeen years, and remains valid for that period, whether it is worked or allowed to sleep. The seventeen years'

term of a patent cannot be extended, except by special act of Congress.

7. Two or more persons may apply jointly for a patent if they are joint inventors. Where one person is the inventor and the other only a partner, the patent must be applied for in the name of the inventor; but he may secure his partner in advance by executing a deed of conveyance, so drawn that the patent will be issued in both names. We prepare such deeds. Cost, with recording fee, $3.

8. Remember to always put your name and address on your model. We very frequently receive models which we are unable to identify, because of this negligence.

9. Postage and expressage must be prepaid, unless the inventor is unable to get the exact rate from his express agent, and in such case he should always send us a remittance to cover any possible charge.

10. Inventors should never destroy models and sketches made during the development of their inventions. They become of prime importance in case interference controversies should arise. Fix the date on them. It is always well to have evidence to establish the date of conception of invention. A good plan is to have a photograph of yourself taken with the model, and preserve the date.

11. **Positively no new matter can be introduced into an application after it is once regularly filed. The Patent Office will not permit amendments of this character to be incorporated at any stage of the proceedings.**

12. When you first send a model or drawing of your invention, please explain fully not only what you claim as your improvement, but also the construction, operation and use of the invention, so that your business will not be delayed by correspondence seeking further information.

If our clients will carefully read this pamphlet they will not have to take the time to write us for information, and we will not have to repeat in a letter what is set forth plainly in the pamphlet. The enclosure of this pamphlet with a paragraph marked may be considered a respectful answer to such letters.

15. We do not Buy or Sell Patents,

but confine our business strictly to the subjects mentioned in this pamphlet. Neither can we procure partners for inventors. The most we can do is to secure patents for them according to the terms explained in this pamphlet. By giving our time exclusively to procuring patents, and to causes in court involving patent law, we can reasonably claim to do

better work than if we had side speculation in selling, buying or advertising patents.

16. About Selling Patents.

While we have had no experience in selling patents, we have, nevertheless, heard from our clients who have been successful in selling them, and, for the benefit of many inquirers, we submit a few hints which we hope may be useful.

We know of many inventors who have made money by selling farm, county, state and shop rights, and if the owner of the patent does not wish to manufacture, this is a good course to pursue. In estimating the value of a patent in different States and counties, a very common method is to take the population as a basis of value.

We think it advisable to sell a town or shop right, even if the offer for it does not come up to the inventor's estimate of its value. The purchaser of such right may, by his energy and good judgment, advertise the invention and make way for your future success, and you may always hold territory in reserve.

The license and royalty plan is often a profitable way of disposing of patents. This, in effect, involves a contract between the owner of the patent and the manufacturer, by which the latter, in consideration of a license to manufacture the article, agrees to pay the owner a specified sum for each article made or sold, and guarantees to sell a certain number each year. The patentee of the lamp chimney spring, now so commonly used to fasten glass chimneys upon lamps, granted licenses to manufacturers, receiving a royalty of a few cents per dozen. The inventor of the sewing machine received a royalty of $5 on each machine, and his income was several hundred thousand dollars. Goodyear, the inventor of vulcanized rubber, divided his patent into many different rights, licensing one company to manufacture rubber combs, another for hose-pipes, another for shoes, another for clothing, another for wringers, etc., etc. Each company paid a license fee.

We furnish our clients, free of charge, a sample of the license deed ready to be filled out. We can send them also a list of manufacturers in any line of industry, and they can use this list, either to correspond with the manufacturers, or, what is far preferable, visit them personally, with a copy of their patent.

We warn our clients, by all means, to avoid professional patent brokers and sale agencies. They never sell patents, and never try to sell patents, their sole object being to get money for alleged advertising.

Do not make the mistake to suppose that a patent is a fortune in itself. Success with a patent, like success with a farm or gold mine, depends on management. Experience proves that farms, gold mines, as well as patents, almost as frequently ruin as enrich their owners.

Finally, do not refuse any reasonable offer, but accept it, letting the buyer take the chance of proving the invention a financial success.

17. What is My Invention Worth?

This question is often asked by those who mistakenly suppose we are experts in commercial and industrial matters. The value of an invention can never be foretold, and a patent attorney should never be asked to answer this question. We do not give opinions in regard to the value of inventions. We confine our opinions to questions we are competent to answer—patentability, scope, novelty, claims, etc. There is no standard for estimating the commercial value of a patent. No two are alike; no two can be handled alike; the market for no two is the same, and every invention is necessarily an experiment and an unknown quantity in the commercial and industrial field. Some things that have come to our office, which we thought valuable have turned out to be valueless; while others, which appeared to us trivial, have proven, through judicious management, to be of value to the owners. The value of a patent frequently depends more on judgment and energy in management than upon the invention itself. This, however, is true of every kind of property. Men may make or lose money on patents as well as on farms, factories and gold mines.

18. No Catalogues.

We are repeatedly requested by correspondents to send them catalogues in different lines of invention. The Patent Office does not print books of this character for distribution. The only way to find out what has been done in any class of invention is to purchase copies of patents in that class. We furnish copies of patents in particular classes for $3, which must be paid in advance.

19. Copies of Patents, the Patent Office Gazette and Swindling Sale Agents.

When a patent is granted, its claims, date, and number, with the address of the inventor, are printed in the Patent Office Gazette, and copies of the patent are also printed by the Government, and we can furnish them in any number at the rate of 10 cents

each. Be sure and send the date or number of the patent in remitting for same. Otherwise, a search will have to be made, and the cost of copy will be 50 cents. The amount for copies must invariably be paid in advance. Remit in postage stamps. We cannot keep books in such small transactions, and requests for copies of patents will not be honored unless accompanied by stamps at rate of 10 cents per copy.

By the publication of the name and address of the inventor in the Gazette, he will be subject to solicitation from a horde of swindlers, sale agents and fraudulent attorneys, all of them people with schemes to enrich themselves and bleed the inventor.

We earnestly warn our clients against all of them. There is no surer way of wasting postage than by replying to them, or of wasting money than by dealing with them. None of them ever sold a patent, or honestly tried to sell one, but that they make a living by deluding and plucking gullible inventors is evident by their numbers, and by the fact that some of them have flourished for years outside the penitentiary.

20. Infringements.

The United States courts alone have jurisdiction over the question of infringement of patents. Infringement consists in the use, sale or manufacture of something already patented, whereby the owner of the patent suffers injury.

To determine whether the use of a patent is an infringement of another requires careful examination of all analogous prior patents. An opinion based upon such search requires for its preparation much time and labor. The expense of examination, with written opinion, varies from $25 to $100 or more, according to the labor involved. The fee will always be agreed upon before the work of preparing the opinion is undertaken, and the terms are invariably in advance. The opinion will, in many cases, settle the question of infringement.

21. Abstracts of Title.

Before a patent right is purchased, the intending purchaser should procure an abstract of title from the Patent Office, or have the title examined by an expert. The cost of such examination is usually $5; and we can in most instances send an abstract of title, certified by the Commissioner of Patents, for this amount.

22. Legal Advice in Patent Cases.

Legal advice in patent cases will at all times be furnished by us for reasonable fees. While we cannot

submit opinions as to infringement and the scope of patents without a fee, we will always show special favor to our clients, and make charges to them to cover only the actual cost of the work. We draw up licenses, contracts and agreements. Our practice, while confined to patents exclusively, includes every branch of the business, and we are always ready to defend the patents we procure in the courts, or prosecute suits for infringement.

23. Interferences.

The larger number of interferences are declared by the Commissioner of Patents between two or more contesting applicants for the same invention. These contests are conducted through the U. S. Patent Office, and a patent is granted in due course to the one who is able to prove priority of conception or reduction to practice. The Patent Office charges no fees for hearing these contested cases, except when appeals are taken; but the expense to the contesting parties is necessarily considerable. Our charges are $25 a day when engaged in preparing papers or taking testimony in interference proceedings. When it is necessary for us to leave Washington to take depositions at the home of our client, or to cross-question the witnesses of his opponent, hotel and traveling expenses are also charged. After testimony has been printed and presented in due form, the Examiner of Interferences in the Patent Office decides the question of priority from evidence submitted.

Interference proceedings are not often necessary, and we always endeavor to save our clients the expenses of the same. The exact cost can never be definitely determined, because the cost will depend largely on the nature of the case, and upon the opposition from the other party.

24. Appeals.

If a Patent Office Examiner refuses to allow a patent, the inventor can appeal to the Board of Examiners-in-Chief, a tribunal of three Examiners, and if they decide that the invention is not patentable, an appeal can be taken to the Commissioner in person. If his decision is unfavorable, the case can be carried to the courts. The Government fee for the first appeal is $10; the second appeal, $20. The expense of an appeal to the Supreme Court of the District of Columbia is expensive, and such appeal is not often resorted to. We have frequently obtained the allowance of patents by appeals to the Board of Examiners-in-Chief and to the Commissioner of Patents, when patents had been refused by the Examiners, and we advise appeal wherever there is a fair chance of success.

25. Reissues.

The purpose of a reissue is to amend a patent and cure some defect therein. It cannot cover a different invention from that embraced in the original patent. It cannot enlarge the claim or make a new claim, unless the reissue is applied for promptly after the issue of the original patent. To restrict a claim or cure any other defect than those already enumerated, a reissue may be applied for at any time during the term of the original patent. The cost of procuring a reissue of a patent is $75.

26. Patent Rejections.

A patent may be rejected by the U. S. Patent Office when the papers have been prepared by an unskilled person or an incapable attorney, who has failed to bring out, or make plain, or properly claim the invention. We frequently succeed in obtaining patents in such cases. Our fee is usually from $25 to $50, according to the labor involved, and the complication or importance of the case. We charge from $2 to $10 in advance for examining and amending the papers and drawings, and placing them in proper form and in accordance with the Rules of Practice of the U. S. Patent Office.

Write us about your rejected application for patent, enclosing any letter you may have received from the United States Patent Office or from your previous attorney in the case. It is probable we can get your patent allowed. The fact that we can retain no fee unless we secure allowance of patent will always insure for you our best efforts.

27. Design Patents.

In the language of the statute, a design patent is granted to any person "who, by his own industry, genius, efforts and expense, has invented and produced any new and original design for a manufacture, bust, statue, alto-relievo or bas-relief; any new and original design for the printing of woolen, silk, cotton or other fabrics; any new and original impression, ornament, pattern, print or picture to be printed, painted, cast or otherwise placed on or worked into any article of manufacture."

Many inventions come within the express language of the statute, and can be protected only by design patents. It will be seen that the statute authorizes the grant of design patents for mechanical inventions, and design patents upon such inventions are often a desirable and necessary protection.

Design patents are granted for such mechanical in-

ventions as articles of manufacture made by hand, machinery, or otherwise, provided that a new use and original shape or configuration is given to such article of manufacture.

Design patents are granted for either of three terms, and the applicant must select in advance the term for which he wishes to secure patent, for this term, when once chosen, cannot be changed. The total cost of securing design patents is as follows:

Design patent for 3½ years	$28
Design patent for 7 years	33
Design patent for 14 years	48

The above figures cover the entire expense, the Government fee and our fee. There will be no extra charges. The privileges of making, selling and using, and of licensing the same rights to others are all granted with the grant of a design patent, and the courts are open for the prosecution of infringers of design patents.

28. Patents for Compounds, $65.

If you want a patent for a composition of matter, send us the name of each ingredient, the proportions used, and explain how you prepare and compound the same; also set forth how and for what purpose the compound is used, and remit $25, the first payment charged in advance in every application for a patent on a compound.

No preliminary examination in the matter of a compound can be conclusive, and the inventor had better file the application, if he has reason to believe that his compound is new, and let the Patent Office decide the question of patentability. If the application for patent is allowed, the balance $20, due us, and the final Government fee of $20, total $40, should be sent, and the patent will then issue.

29. Medical Compounds.

It is difficult, if not impossible, now to procure a patent for a medical compound. The United States Patent Office rejects such cases on the ground that medical compounds do not involve invention, and are no more than prescriptions that a physician might make. We advise our clients who have medical compounds to adopt a trade-mark and put their medicines on the market and then have the trade-mark registered. This will enable the owner of a trade-mark to mark the bottles or packages containing the medicine, "Registered in the Patent Office," or "Trade-Mark Registered." This will prove a valuable protection against spurious imitations.

30. Trade-Marks.

A trade-mark is defined to be "an arbitrary symbol affixed by a manufacturer or merchant to a vendible commodity," and its principal purpose is to denote the origin of the product and to guarantee its genuineness.

Object of the Trade-Mark Law.

The object of the law is two-fold: first, to protect the public by furnishing it with a guarantee that the article is genuine; that it is the product of the manufacturer owning the trade-mark; and, second, to secure to the manufacturer, who has put an article on the market of a superior kind, the fruits of his skill and labor. It is upon these grounds that the courts interfere to protect trade-marks.

Of what a Trade-Mark May Consist.

It may consist of the owner's name, if printed, written, branded or stamped, in a manner peculiar to itself; in a seal, a letter, a cipher, a monogram, or any symbol or emblem that will enable a purchaser to distinguish the product of one man from that of another, such as a cross, bird, quadruped, castle, star, comet, sun, etc., or a combination on the inside or outside of the article; it may be printed, written, stamped, branded, painted, stenciled, or otherwise on the article itself or on its case, wrapper, covering or envelope.

Descriptive Names not Used in Trade-Marks.

That is, names which describe the article, its qualities or characteristics, cannot be used for trade-marks, for the reason that it is simply "the use of ordinary language to describe an ordinary thing" and an exclusive right to use such language cannot be obtained. Therefore, such names as Scheidam Schnapps, Club House Gin, Dessicated Codfish, True Fit Shirts, Croup Tincture, Cough Remedy, Allcock's Porous Plasters, and many others, the names of which were descriptive of the article to which they were applied, were held not to be valid trade-marks.

Infringement of Trade-Mark.

An infringement occurs when a trade-mark is imitated, so that the semblance would deceive a purchaser using ordinary caution. If ordinary attention exercised by the purchaser will discover the difference, the trade-mark does not infringe. It is frequently difficult to determine as a question of fact what is an infringement. An exact similitude is not required.

Value of Trade-Mark.

The registration of a trade-mark is evidence of ownership and has so been regarded by the United States Patent Office. The owner of a trade-mark cannot have this evidence except by registration. Hence, the importance of registering trade-marks in the United States Patent Office.

All experienced proprietors of valuable specialties, whether medicine, tobaccos, cloths, eatables, machines, manufactures, vegetables, and even live stock, protect them by trade-mark.

Cost of Trade-Mark, $45.

The total cost of trade-mark will be: $25 Government fee and $20 attorney's fee, in all $45, which amount should be sent us with a copy of your trade-mark and a description of the class of goods you wish to use it on. The time required to secure a trade-mark is usually from one to three months. The term of a trade-mark is thirty years, but it may be renewed for thirty years longer.

Persons desiring to know whether certain words or devices have already been registered as a trade-mark can procure the information without delay by application to us. Expense for search, $5.

Some correspondents have the mistaken notion that they should file their application for registration before the trade-mark has been known to the public. In point of fact, the reverse is true. The trade-mark must have been adopted before application for registration can be made, and the date of adoption is the date when the labels containing the trade-mark are applied to the goods.

A trade-mark cannot be registered unless it has been in use in trade with one or more foreign countries or an Indian tribe; but this provision can be complied with by sending a few samples of the goods, with the trade-mark affixed, to any merchant or dealer in Canada or Mexico.

31. Copyrights.

Any one may obtain a copyright who is the author, designer and proprietor of any book, map, chart, dramatic or musical composition, engraving, cut, print or photograph, or negative thereof, or of a painting, drawing, chromo, statue, statuary, and of models and designs intending to be perfected as works of the fine arts.

A copyright is not valid unless the title or description is recorded in the Library of Congress before the publication of the work.

If you desire to obtain a copyright, send us the **intended title** of the book, print or photograph (not the work itself), with $5, and we will have it recorded by the Librarian of Congress as required by law. The official certificate of copyright will in due course be sent you. Copyrights are granted for the term of 28 years, and may be renewed for 14 additional years. Copyrights may be assigned, and the assignment must be recorded by the Librarian of Congress. Charge of preparing filing and recording assignment, $3.

32. Caveats.

The object of a caveat is to give the inventor time to test and perfect his invention. The existence of a caveat is accepted as evidence of priority of invention. A caveat holds good for one year, and can be renewed from year to year indefinitely. N. B.—Caveats are deposited in the secret archives of the Patent Office, and no one can see or obtain a copy of the caveat without the order of the caveator or his attorney.

A caveat does not prevent another from making, using or selling the caveated thing; only a patent can do this. The money paid for the caveat cannot afterwards be used to procure a patent. An application for a patent while pending has the force of a caveat. When the invention is complete, it is a waste of time and money to get a caveat. In such case, a patent should be applied for.

A caveat consists of a petition, specification, drawing and affidavit of invention. To be of value, these papers should be carefully prepared.

The whole expense to file a caveat is, for a simple invention, $25. On filing the caveat, the Patent Office issues an official certificate, which we send to the inventor. To prepare caveat papers all that we need is a sketch, drawing or photograph, and description of the invention, with which remit $25.

33. State Laws Concerning Patents.

As a general proposition it may be said that a State or municipality, through the medium of its legislature and officials, has no constitutional authority to make or enforce laws which in any way affect or control the transfer, sale or other disposition of letters-patent of the United States, or to interpose regulations of any sort that interfere with the patent right to freely make, use and vend the patented invention. In short, there can be no State interference with the rights which are incident to the grant of a patent and expressly conferred thereby.

34. Abstracts of Decisions.

A patent is prima facie evidence that the patentee was the first and original inventor. Cushman vs. Parham, C. D., 1876, p. 130.

Letters-patent or prima facie evidence of the validity of the patent. 1895, Carty vs. Kellogg, 73 O. G., 285.

Of two patents covering the same invention issued to the same inventor, the later patent is void. Supreme Court, U. S., Miller, et al. vs. Eagle Manfg. Co., 1894, C. D., 147.

Patent rights are co-extensive with the United States, and are not subject to seizure and sale on execution. Stevens vs. Gladding, 17 How., 447.

When a man has conceived the main idea of an invention and employed another to embody it, the product will be the invention of the former, though the latter may furnish hints, suggestions and decided improvements, unless the changes made by the latter amount to a new and complete invention. Foster, et al. vs. Fowle, C. D., 1896, p. 35; Jordan vs. Agawan, 7 Wall., 583.

An inventor may avail himself of the services of skilled laborers, and suggestions and improvements coming from them are to be considered part and parcel of the original invention. Spofford, et al. vs. Moore, et al., C. D., 1870, p. 6.

An employer engaged in working out a preconceived plan is entitled to make use of the auxiliary suggestions of the workman. Yost, et al. vs. Powell, 13 O. G., 122 (1878).

An employer is not entitled to any knowledge of the independent inventions of his employee. Mallet vs. Crosby, C. D., 1870, p. 70.

As between an employer and employee, not specially employed to embody the invention of the former, there is no presumption of originality in favor of the employer. Johnston vs. Pimlott, C. D., 1870, p. 44.

A contract between an employer and employee, wherein the employee obtains services with the employer on condition that any improvement he may make on the machines of the employer shall be for the exclusive use of his employer, held valid. Hulse & Wright vs. Rousack Machine Co., 70 O. G., 1498.

An employer has an equitable license to use and sell in the line of his business the invention of an employee, who during the course of his employment, uses the tools and workshop of his employer to experiment with and perfect his invention. Supreme Court U. S., Lane & Bodley Co. vs. Locke, 1893, C. D., 639.

If an employee makes an invention and permits his employer to use it before making application for a patent without demanding any compensation, a license to continue the use may be implied. McClurg vs. Kingsland, 1 How., 202; 2 Robb., 105; Slemmer's Appeal, 58 Penn. St., 155; Chabot vs. Buttonhole Co., 6 Fish, 71.

In the absence of an express agreement, a company or manufacturing corporation is not entitled to the conveyance of patents obtained by a skilled employee, even though such employee is employed for a stated compensation to take charge of the works and devote his time and services to devising and improving the manufactured articles. Supreme Court U. S., Dalzell, et al. vs. Deuber Watch Case Manfg. Co., 1893, C. D., 357.

Where A suggests the idea of an invention to B, but gives no explanation as to how such idea is to be carried into effect, B is the lawful inventor if he embodies the idea into practical shape. Forgie vs. Oil Well Supply Co., 1894, C. D., 352.

Systems of bookkeeping, tabulating, and the like, are not patentable. Berolsheimer, M. E., ex parte, C. D., 1870, p. 33.

Systems of keeping accounts, etc., are not patentable. Dick's (R.) Ext., C. D., 1872, p. 166.

If a new combination and arrangement of old elements produce a new and beneficial result never attained before, it is evidence of invention. Webster Loom Co. vs. Higgins, 105 U. S., p. 580.

A mere suggestion of old things is not patentable and, in the sense of the patent law, is not a combination. In a combination the elemental parts must be so united that they will dependently co-operate and produce some new and useful result. Wood vs. Packer, 17 Federal Rep., p. 650.

The application of an old device to a new purpose, simply analogous to its old purpose, is mere double use. Ex parte Schoenberg, C. D., 1870, p. 36.

An old construction in a windmill is not patentable in a paddle wheel. Ex parte Glasgow, C. D., 1870, p. 40.

Curvatures and angles become of importance in plowshares, water wheels, rotary pumps, engines and blowers, and generally in all cases when, by a change of form, a new and useful result is produced. Wagner, C. D., ex parte, C. D., 1869, p. 41.

An article of manufacture, old as to form and general appearance may have intrinsic qualities due to the process of manufacture which make it a new and patentable product. Ex parte Hopson & Brooks, C. D., 1871, p. 180.

Perpetual motion devices will not be patented. Smith, W. L., ex parte, C. D., 1873, p. 144.

Adulterations of food are not patentable. Weida, P. W., ex parte, C. D., 1874, p. 118.

A method of transacting business is not patentable. Pierce, W. W., ex parte, C. D., 1877, p. 46.

Doubts as to patentability, when a really new thing is produced, ought to be resolved in favor of the inventor. Bond, T., ex parte, C. D., 1870, p. 2.

It is not the result, effect, or purpose to be accomplished which constitutes invention or entitles a party to a patent, but the mechanical means or instrumentalities by which the object sought is obtained. Miller, et al. vs. Eagle Mfg. Co., C. D., 1894, 147, 66 O. G., 845. Supreme Court U. S.

Where the novelty of an invention resides in the particular form adopted, it is not negatived by prior structures in another art not capable of doing its work nor designed, nor adapted to do the same work. Supreme Court U. S., Topliff vs. Topliff, et al., 1892, C. D., 402 and the Knickerbocker Co. vs. Rogers, et al., 1894, C. D., 337.

When differences of construction between the device claimed and the references cited against it are such that a doubt is raised as to whether they constitute patentable invention, the applicant should have the benefit of it. 1891, Ex parte Fanshaw, C. D., 303.

A combination of old elements producing a new and useful result is patentable. 1895, U. S. Printing Co. vs. American Playing Card Co., 72 O. G., 1499.

An assemblage of old elements conserving no new and useful result is not a patentable combination. Supreme Court U. S., 1895, Palmer vs. Corning, 70 O. G., 1497.

Mere change of form and proportion where no new result or advantage is produced is not patentable. 1895, Taws & Hartman vs. Laughlins & Co., 73 O. G., 288.

Simplicity in change of construction does not negative patentability where a new and beneficial result is involved. American Cable Railway Co. vs. Mayor of City of New York, 1893, C. D., 468.

Changes which turn failure into success and which were not obvious to ordinary mechanical skill constitute invention. Sayre vs. Scott, 1793, C. C., 396.

The mere substitution of one material for another is not invention. Grayson & Crecelius, 1894, D. C., 100.

The making of a structure in a solid casting instead of attached parts does not involve invention. 1896, Consolidated Electric Mfg. Co., et al. vs. Holtzer, 72 O. G., 415.

Patents will not be granted on air ships without practical demonstration. Ex parte DeBausset, 43 O. G., 1583, and 50 O. G., 1767. The same principles involved in these cases are enforced in the Patent Office with respect to perpetual motion inventions.

While it is true that the utility of a machine, instrument, or contrivance, as shown by the general public's demand for it when made known, is not conclusive evidence of novelty and invention, it is nevertheless highly persuasive in that direction, and, in the absence of pretty conclusive evidence to the contrary, will generally exercise controlling influence. Hicks vs. Kelsey, 18 Wall., 670.

A discovery of a new principle, force or law, operating or, which can be made to operate, on matter, will not entitle the discoverer to a patent. It is only where the explorer has gone beyond the mere domain of discovery, and has laid hold on the new principle, force or law, and connected it with some particular medium, or mechanical contrivance, by which, or through which, it acts on the material world, that he can secure the exclusive control of it under the Patent Act. He then controls his discovery through the means by which he has brought it into practical action, or their equivalent, and only through them. It is then an invention, although it embraces a discovery. Morton vs. Infirmary, 5 Blatch., 116.

It was never the object of the patent laws to grant a monopoly for every trifling device, every shadow or shade of an idea which would naturally and spontaneously occur to any skilled mechanic or operator in the ordinary progress of manufacture. Any adaptation to a special emergency which a competent person can make by the aid of accumulated knowledge and past experience is an exercise of mere mechanical skill not amounting to the dignity of invention. Atlantic Works vs. Brady, 107 U. S., 192.

The use of one material instead of another in constructing a known machine is, in most cases, so obviously a matter of mere mechanical judgment, and not of invention, that it cannot be called an invention unless some new and useful result, an increase of efficiency, or a decided saving in the operation, is clearly attained. Hicks vs. Kelsey, 18 Wall., 670.

To constitute two persons joint inventors it is not necessary that exactly the same idea should have occurred to each at the same time, and that they should work out together the embodiment of this idea in a perfected machine. Such a coincidence of ideas would scarcely ever occur to two persons at the same time. If an idea is suggested to one and he even goes so far as to construct a machine embodying this idea, but it is not a completed and working machine, and another person takes hold of it, and by their joint labors, one suggesting one thing and the other another, a perfect machine is made, a joint patent may properly issue to them. If, upon the other hand, one person invents a distinct part of a machine, and an-

other person invents another distinct and independent part of the same machine, then each should obtain a patent for his own invention. Worden vs. Fisher, 11 Fed. Rep., 505.

Joint owners of a patent right are not copartners, and in the absence of any express contract each is at liberty to use his moiety as he may think fit, without any liability to or accounting to the other for profits or losses. Vose vs. Singer, 4 Allen (Mass.), 226; De Witt vs. Elmira Nobles Manfg. Co., 12 N. Y. Supr., 301; vide Pitts vs. Hall, 3 Blatch., 201.

Owners of a patent are tenants in common, and each, as an incident of his ownership, has the right to use the patent or to manufacture under it. But neither can be compelled by his co-owner to join in such use or work, or be liable for the losses which may occur, or to account for the profits which may arise from such use. DeWitt vs. Elmira Nobles Mfg. Co., 12 N. Y. Supr., 301.

One of joint inventors may lawfully file a caveat on the joint invention. Ex parte Gray, C. D., 1877, p. 44.

Every person who pays the patentee for a license to use his process becomes the owner of the product, and may sell it to whom he pleases, or apply it to any purpose, unless he binds himself by covenants to restrict his right of making and vending certain articles that may interfere with the special business of some other licensee. Met. Washing Machine Co. vs. Earle, 2 Fish., 203; 2 Wall., Jr., 230.

Although an assignment of patent is not recorded within three months, it is binding on the assignor, and he cannot sell it again. Ex parte Waters, Com. Dec., 1869, p. 42.

A "shop right" is a personal license and is not assignable. Gibbs vs. Hoefner, 19 Fed. Rep., 323; 22 Blatch., 36.

A territorial grantee cannot be restrained from advertising and selling within his territory, even though the purchasers may take the patented article outside of the vendor's territory. Hatch vs. Hall, 30 O. G., 1096; 22 Fed. Rep., 438.

A verbal license or interest in an invention has no effect as against a subsequent assignee without notice of such verbal license or interest. Supreme Court U. S., Gates Iron Works vs. Fraser, et al., 1894, C. D., 304.

One who buys patented articles of manufacture from an assignee for a specified territory, becomes possessed of an absolute property in such articles unrestricted in time or place. Supreme Court U. S., Keller, et al. vs. Standard Folding Bed Co., 71 O. G., 451.

The United States have no more right than a private person to use a patented invention without license or making due compensation. 1896, U. S. Supreme Court, Belknap, et al. vs. Schild, 74 O. G., 1121.

An assignment of an undivided interest will not operate as a revocation of a power of attorney previously given, but the assignee may control the appointment and dismissal of an attorney to the exclusion of the applicant. Ex parte Anderson, 1892, C. D., 12.

An oral agreement for the sale and assignment of the right to obtain a patent may be specifically enforced in equity upon sufficient proof thereof. Supreme Court U. S., Dalzell, et al. vs. Dueber Watch Case Mfg. Co., 1893, C. D., 357.

A patentee who assigns his patent cannot, when sued for infringement, contest the validity thereof. Babcock, et al. vs. Clarkson, et al., 1894, C. D., 689; Martin & Hill Cash Carrier Co., vs. Martin, 73 O. G., 744, 1895.

A patent of a dead man at the time of the grant is not void for want of a grantee, but invests in his "heirs" or "assigns." Supreme Court U. S., DeLa Vergne Refrigerating Machine Co. vs. Featherstone, 1893, C. D., 181.

A patent right, like any other personal property, is understood by Congress to invest in the executors and administrators of the patentee, if he dies without having assigned it. Shore Relief Valve Co. vs. City of New Bedford, 28 O. G., 283; Com. Dec., 1884, p. 289; 19th Fed. Rep., 753.

The manufacturer of a patented article can continue to affix to it the word "Patented" and the date, even after the patent has expired, without liability, under section 4901. Wilson vs. Singer Mfg. Co., 9 Bliss., 173.

Marking unpatented articles "Patented" with intention to deceive public, renders party liable to a penalty under Section 4901 of the Revised Statutes. Hotchkiss vs. Samuel Cupples Wooden Ware Co., 1893, C. D., 386.

A thing infringes a patent if it infringes any claim of a patent, and patents sometimes have many claims, so that each claim is to be considered by itself on this question of infringement. And each claim stands by itself on this question; it receives no help or assistance from any other claim, except that sometimes it is to be inferred that a claim should not have a certain meaning (i. e., construction) given to it because some other claim in the same patent has that meaning, or because such a meaning is inconsistent with the clearly expressed meaning of some other claim. A claim is always to be understood in connection with and to be explained by what the specific part of the specification (in connection with the drawings, if any), says about the parts, steps or ingredients that are specified in the claim. Fuller vs. Yentzer, 94 U. S., 288.

A device is none the less an infringement because it contains an improvement upon the patented invention. Robbins, et al. vs. Dueber Watch Case Manfg. Co., 1896, 74 O. G., 65.

It is an infringement of a patent to either make or use or sell a patented thing without legal permit. Whittemore vs. Cutter, 1 Gall., 429.

Making for one's own use is as wrongful as making for sale, and making without either using or selling is infringement. Bloomer vs. Gilpin, 4 Fish., P. C., 50.

In construing a patent it is, first, pertinent to ascertain what, in view of the prior state of the art, the inventor has actually accomplished, and, this having been found, such a construction should be given as will secure the actual invention to the patentee, so far as this can be done consistently with giving due effect to the language of the specification and claim. Van Marter vs. Miller, 15 Blatch., 562.

An interference decision in the Patent Office does not prevent the parties thereto from litigating the whole matter over in a United States Circuit Court, under Section 4915 of the Revised Statutes (Hubel vs. Tucker, 23 Blatch., 297); but otherwise it is res adjudicata between the parties and privies thereto, as, for instance, in an action in court for an infringement by the victorious party against the defeated party, and in such a case it will form a basis for a provisional injunction, although it would not be res adjudicata as against a person not a party or a privy to such interference. Shutter vs. Davis, 16 Fed. Rep., 564.

Where an inventor has forgotten an invention, or has laid it aside as worthless, he has the right to take it up again and proceed as if he had then first made the discovery, so long as its abandonment was unknown to the public. Western Electric Company vs. Sperry Electric Co., 1893, C. D., 573.

To make experiments, then, drop them and only recur to them when another and later inventor has made a success of the idea makes them "abandoned experiments." Chipman vs. Foles, C. D., 1864, p. 44.

Abandonment of an invention once put in public use inures to the public; a subsequent inventor cannot take a patent therefor. Young vs. Van Duzen, 16 O. G., p. 95.

The patent of an originator of a complete and successful invention cannot be avoided by proof of any number of incomplete and imperfect experiments made by others at an earlier date. This is true, though the experimenters may have had the idea of the invention, and may have made partially successful efforts to embody it in a practical form. Am. Wood Paper Co. vs. Fibre Disintegrating Co., 23 Wall., 566.

Desertion of an invention, consisting of a machine never patented, may be proved by showing that the inventor, after he had constructed it, and before he had reduced it to practice, broke it up as something requiring more thought and experiment, and laid the parts aside as incomplete, provided it appears that those acts were done without any definite intention of resuming his experiments and of restoring the machine with a view to applying for letters-patent. Seymour vs. Osborne, 11 Wall., 516.

An invention disclosed, but not claimed in a patent, cannot be covered by a new application for an original patent or for a reissue, filed long after the issue of the patent which thus discloses without claiming. "Where a patent fully describes an invention which could be claimed therein, and makes no reservation, and gives no warning to the public, a second patent, granted upon an application filed months afterwards, which claims simply and solely the invention thus made public, is invalid." Holmes Electric Co. vs. Burglar Alarm Co., 33 F. R., 254.

A reissue patent on broadened claims may be obtained if applied for without delay after the discovery that a mistake has been made and before the rights of third parties have intervened; but such patent will not be granted to broaden claims of the original patent unless it appears that such claims are indicated in the original application, that they constituted a part of the original invention and were sought and intended to be covered by the original patent. Supreme Court of U. S. in Corbin Cabinet Lock Co. vs. Eagle Lock Co., 1893, C. D., 612; and in Topliff vs. Topliff, et al., 1892, C. D., 402.

A preliminary injunction will ordinarily be granted to restrain the infringement of a patent, when the validity of a patent has been previously affirmed by a court or is to be presumed by long-continued public acquiescence, and when the title and infringements are clear. Standard Elevator Co. vs. Crane Elevator Co., 1893, C. D., 432; and S. S. White Dental Mfg. Co. vs. Johnson, et al., 1893, C. D., 430.

The making of an invention is complete when all that remains to be done is the work of the mere mechanic. Morse vs. Clark, C. D., 1872, p. 58.

Alterations cannot be made in pending applications which go outside the original record and model. Gray vs. Hale, C. D., 1871, p. 29.

State courts have no jurisdiction of suits for infringement, but are not barred out when patents come in collaterally. Goodyear vs. The Union Rubber Co., 4 Blatch., 63.

All the regulations and provisions which apply to obtaining or protecting patents for inventions for dis-

coveries, not inconsistent with the provisions of the Statutes relating to designs, shall apply to patents for designs. (Section 4933, Revised Statutes), Northrup vs. Adams, C. D., 1893, 324.

The adoption of an old form for a design is patentable if such adoption is not mere imitation, and the result is in effect a new creation. Untermeyer vs. Freund, C. D., 1893, 664, following the decision of the Supreme Court of the United States, in the case of Smith vs. Whitman Saddle Co., 148 U. S., 674; C. D., 1893, 324.

Design patents are granted for articles of manufacture which are given new and original appearances that may enhance their salable value and may enlarge the demand. Gorham Mfg. Co. vs. White, 14 Wall., 511, 524; approved and cited by Supreme Court of the U. S., in Smith, et al. vs. Whitman Saddle Co., C. D., 1893, 324.

In determining whether a design patent is infringed, the test is whether there is a substantial similarity of appearance, not to the eye of an expert, but to that of the ordinary observer giving such attention as would ordinarily be given by a purchaser of the article bearing the design. Ripley vs. Elson Glass Co., C. D., 1892, 467.

It is immaterial to the patentability of a design whether it is more graceful or more beautiful than older designs; it is sufficient if it is new and useful. Supreme Court of the U. S. in Lehnbeuter vs. Holthaus, 105 U. S., 94.

The true test of the conflict of two designs is sameness of appearance—that is, to the eye of an ordinary observer. Supreme Court U. S., Smith, et al. vs. Whitman Saddle Co., 1893, C. D., 324.

Trade-marks cannot be registered as labels. Godillot, A., ex parte, C. D., 1874, p. 120.

A label bearing a trade-mark cannot be registered until the trade-mark is registered. Park, J. D., ex parte, C. D., 1877, p. 45.

Because of the difficulty of ascertaining the amount of knowledge which may have been derived from the exhibition, publication or use of the invention, it has always been held that when the public have had means of knowledge they have had knowledge of the invention. Thus, if a book has been published describing the invention, it is not important that no one has read it. Perkins vs. Nashua Co., 2 Fed. Rep., 451.

Prior use or knowledge abroad cannot affect the U. S. patent. Grell vs. Kuhnert, C. D., 1869, p. 5.

Unless the earlier printed and published description does exhibit the later patented invention in such a full and intelligible manner as to enable persons skilled in the art to which the invention is related to com-

prehend it without assistance from the patent or to make it, or repeat the process claimed, it is insufficient to invalidate the patent. Cohn vs. Corset Co., 93 U. S., 366.

If the foreign invention had been printed or patented, it was already given to the world and open to the people of this country, as well as to others upon reasonable inquiry. They would, therefore, derive no advantage from the invention here. It would confer no benefit upon the community, and the inventor is therefore not considered to be entitled to the reward. Gaylor vs. Wilder, 10 How., 477.

"Sec. 4898. Every patent or any interest therein shall be assignable in law by an instrument in writing, and the patentee or his assigns or legal representatives may in like manner grant and convey an exclusive right under his patent to the whole or any specified part of the United States. An assignment, grant, or conveyance shall be void as against any subsequent purchaser or mortgagee for a valuable consideration, without notice, unless it is recorded in the Patent Office within three months from the date thereof.

"If any such assignment, grant, or conveyance of any patent shall be acknowledged before any notary public of the several States or Territories or the District of Columbia, or any commissioner of the United States Circuit Court, or before any secretary of legation or consular officer authorized to administer oaths or perform notarial acts under section seventeen hundred and fifty of the Revised Statutes, the certificate of such acknowledgment, under the hand and official seal of such notary or other officer, shall be prima facie evidence of the execution of such assignment, grant or conveyance."

35. Foreign Patents: When to Apply for Them.

The proper time to apply for foreign patents is while the U. S. application is pending in the U. S. Patent Office, or, if the U. S. patent has issued, foreign patents may still be obtained under treaty regulations, provided not more than twelve months have elapsed since the United States application for patent was filed in the United States Patent Office.

36. Total Cost of Foreign Patents.

Simple Invention.

The prices following are the **total cost** (including Government fees and our fee) for a simple invention. All inventions are simple when the United States patent has but one sheet of drawings; but, if the United States patent has two sheets of drawings, $5 must be added to the total cost of any foreign patent.

37. How to Apply for Foreign Patent and Cost of Same.

Select the countries in which you want a patent, and remit $5 for each country named. We will then send you papers in the language of the country with directions for signing them. You will then return the papers, enclosing the balance for each country, according to the following schedule of costs. WE WILL THEN, WITHOUT FURTHER EXPENSE, PROCURE AND SEND YOU THE PATENTS.

CANADA, $27. A Canadian patent covers the Provinces of Ontario, Quebec, Nova Scotia, New Brunswick, British Columbia, Manitoba and Prince Edward Island. Population, 5,000,000. Term 6 years, extensible to 18 years by payment of $40 at expiration of the sixth year. If U. S. patent has been granted for more than a year, the Canadian patent cannot be obtained.

GREAT BRITAIN, $45. A British patent covers England, Ireland, Scotland, Wales and the Channel Islands. Population, 40,000,000. Term 14 years. Taxes after fourth year. If desired, a provisional patent may be taken out at a cost of $20 for 9 months.

FRANCE, $55. Term 15 years. Yearly tax. Patent must be worked within two years. France has a population of 40,000,000, exclusive of the colonies of Tunis, Cambodia, Algeria, Corsica, Cochin China, French Guiana, Guadaloupe, Madagascar, the Reunion Islands, Tahiti, Annam, Tonquin and her possessions in the West Indies and Central Africa. These are all of commercial importance, and the owner of the French patent controls all these countries.

GERMANY, $55. A German patent covers Prussia, Bavaria, Baden, Saxony and Wurtemburg. Population 50,000,000. Term 15 years. Yearly tax. Patent must be worked in three years from date of patent. German design patent $35 for three years, and extensible for three years longer for $30.

BELGIUM, $30. Population 6,000,000. Term 20 years; expires with expiration of any previous foreign patent on same invention. Invention must be worked in Belgium within a year of its working in any foreign country. Yearly tax.

SPAIN, $50. Population 18,000,000. Term 20 years, or 10 years if invention has for two years previously been patented or published in any country. Patent must be worked within two years. Annual tax.

AUSTRIA, $50. Population 24,000,000. Term 15 years. Invention must not be publicly known in the realm at the time of application. Patent must be worked within one year, and must not afterward cease for two consecutive years. Yearly tax.

HUNGARY, $50. Same as Austria. Population 17,000,000.

RUSSIA, $135. Term 15 years. Patent to be worked within five years. Annual tax.

SWITZERLAND, $65. Population 3,000,000. Term 14 years. Working before third year. Yearly taxes.

ITALY, $55. Population 31,000,000. Term 15 years. Invention must be new in Italy at filing of application. Must be worked within two years. Yearly tax.

DENMARK, $60. Population 3,000,000. Invention must be new in Denmark at time of application. Patent must be worked within three years. Annual tax.

NORWAY, $60. Population 2,000,000. Term 15 yrs. The patented device must be placed on sale within three years.

SWEDEN, $60. Population 5,000,000. Term 15 yrs. Annual tax. Patent must be worked within three years.

BRAZIL, $140. Population 14,000,000. Term 15 yrs. Patent must be worked within two years. Annual tax.

VENEZUELA, $325. Population 2,230,000. Term 15 years. Taxes paid to seventh year.

COLOMBIA, UNITED STATES OF. Population 4,000,000. Term 5, 10, 15 or 20 years, at cost, respectively, of $170, $220, $275 and $350.

JAMAICA, $200. Population 660,000. Term 14 yrs.

MEXICO, $135. Population 12,000,000. Term 20 years. Taxes and working after fifth year.

URAGUAY, $325. Population 650,000. Term 9 years. Taxes after first year.

PARAGUAY, $250. Population 1,330,000. All taxes paid.

CHILI, $300. Population 3,000,000. Term 10 years. No taxes.

ARGENTINE REPUBLIC. Population 5,000,000. Patents granted for 3, 10 or 15 years, at cost, respectively, of $125, $180 and $280.

BARBADOES, $150. Population 180,000. Term 7 years, subject to extension for a second and third period of 7 years each. Cost $200.

BRITISH GUIANA, $275. Population 280,000. Term 14 years. Cost $275. Tax after seventh year.

BRITISH HONDURAS, $250. Population 31,000. Term 14 years. Taxes $60, before expiration of third year, and $110 before expiration of seventh year.

BRITISH INDIA, $90. Population 250,000,000. Term 14 years. Taxes after fourth year.

CAPE COLONY (CAPE OF GOOD HOPE) $140. Population, excluding Transvaal, 2,000,000. Term 14 years. Taxes $60 before expiration of the third year and $110 before expiration of seventh year.

HONG KONG (CHINA) $175. Population ————. Term 14 years.

CEYLON, $200. Population 3,000,000. Term 14 yrs. Taxes after fourth year.

NATAL, $150. Population 545,000. Term 14 years. Taxes $45 before expiration of third year, and $60 before expiration of seventh year.

QUEENSLAND, $90. Population 395,000. Term 14 years. Taxes yearly. Provisional protection 12 mons., $55.

NEW SOUTH WALES, $85. Population 1,200,000. Term 14 years. Provisional protection 12 months, $55.

SOUTH AUSTRALIA, $85. Population 350,000. Term 14 years. Taxes third and seventh years.

VICTORIA, $85. Population 1,180,000. Term 14 years. Taxes required before expiration of third and seventh years.

WESTERN AUSTRALIA, $95. Population 65,000. Term 14 years. Taxes before expiration of fourth and seventh years.

NEW ZEALAND, $95. Population 630,000. Term 14 years. Taxes fourth and seventh years.

SOUTH AFRICAN REPUBLIC (TRANSVAAL) $250. Population 490,000. Term 14 years. Taxes third and seventh years.

STRAITS SETTLEMENTS, $165. Population 515,000. Term 14 years.

TASMANIA, $95. Population 150,000. Term 14 years. Taxes before ending of third and seventh years.

TRINIDAD, $150. Population 240,000. Term 14 years.

TURKEY, $150. Population 25,000,000. Term 15 years. Yearly tax.

JAPAN, $225. Population 45,000,000. Term 15 yrs.

Note 1. The prices herein given for foreign patents relate to a simple invention, usually one, which in the United States patent, is illustrated by a single sheet of drawings. If two sheets are required there will be an additional charge of $5 for each country. If three sheets, $10, etc.

Note 2. In some foreign countries, it is necessary to work the patent. The working is usually nominal, to comply with the law, and we will attend to it at moderate cost. We can also attend to the payment of the taxes as they fall due.

38. Form of Agreement.

Between the Inventor and a Partner in Relation to Foreign Patents.

Whereas, I, A. B., of Newark, county of Licking, State of Ohio, have invented a new and useful improvement in Steam Engines, for which I have been allowed Letters-Patent of the United States;

And whereas, C. D., of the same place has paid me sixty dollars ($60), the receipt of which is hereby acknowledged, for the purpose of securing Letters-Patent for the said invention in France through our attorneys, C. A. Snow & Co., of Washington, D. C.;

Now, this indenture witnesseth, that in consideration of said sixty dollars ($60), I do hereby agree for myself, my heirs and assigns, that all net receipts accruing from said French patent shall be paid unto the said C. D., his heirs or assigns, until the sum by him advanced, namely, sixty dollars, is paid with lawful interest. And I further agree that the said C. D., his heirs and assigns, shall have and receive a one-fourth (or one-half) of all the net receipts in any manner coming from said French patent, for and during the full term of the same.

Witness my hand and seal, this —— day of ——, 19—.

.....[seal.]
(A. B. sign here.)

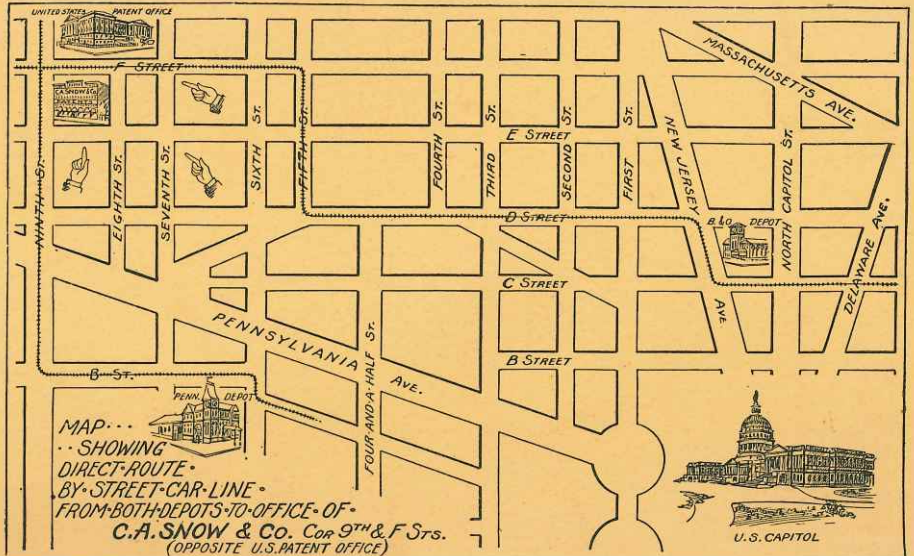
In presence of——

Advantages of Special Skill in Obtaining Patents.

C. A. Snow & Co., Patent Attorneys, of Washington, D. C., whose offices of fourteen rooms are opposite the U. S. Patent Office, employ a large number of patent lawyers and mechanical experts. Each one of these has his specialty, and the inventor who applies through **C. A. Snow & Co.** for a patent has the advantage of securing the skilled service of a specialist thoroughly versed in his special class of invention. If his invention is in the line of farming implements or farming machinery, the specification and claims are written by a patent lawyer who has devoted years to the study of improvements in this class, and is therefore able to differentiate, emphasize and claim every new and useful feature of the invention and to secure a patent that will protect the inventor in all he is entitled to. If the invention belongs to the class of electricity, a patent lawyer who is an electrical specialist has charge both of the preparation and prosecution of the case. And so it is throughout the various classes of invention, and no matter whether the invention relates to electro-chemistry or hydraulic engineering; to dairying or bookbinding; photography or bee culture; explosives or fertilizers, or any other of the hundred divisions into which invention is classed and sub-classed, the inventor who employs **C. A. Snow & Co.** is sure of economy in finding an expert who knows his business and is ready to take hold of his case with intelligence and with the assurance of bringing out and claiming all there is in it. It requires no great acumen to see and appreciate the advantage that an office with such a personnel has over an office where one man or lawyer must handle all kinds of inventions. The variety and scope of invention are too broad and the progress of improvement is too bewildering for one man to know it all and keep in touch with the wide-flung line of its march. Specialism is the order of the day.

The United States Patent Office, the largest institution in the world for examining inventions, recognizes this law and this necessity. It has thirty-four divisions and over 150 specialists for examining and passing upon the thousands of inventions that are yearly submitted for patent.

It is through an appreciation of specialization and its importance in enabling them to give their clients the best skill in every class of invention that **C. A. Snow & Co.,** with their able corps of patent lawyers and mechanical experts, have succeeded in procuring over 20,000 patents during the last twenty-five years and are known by inventors in every city and town in the United States.—(Quoted from "Invention.")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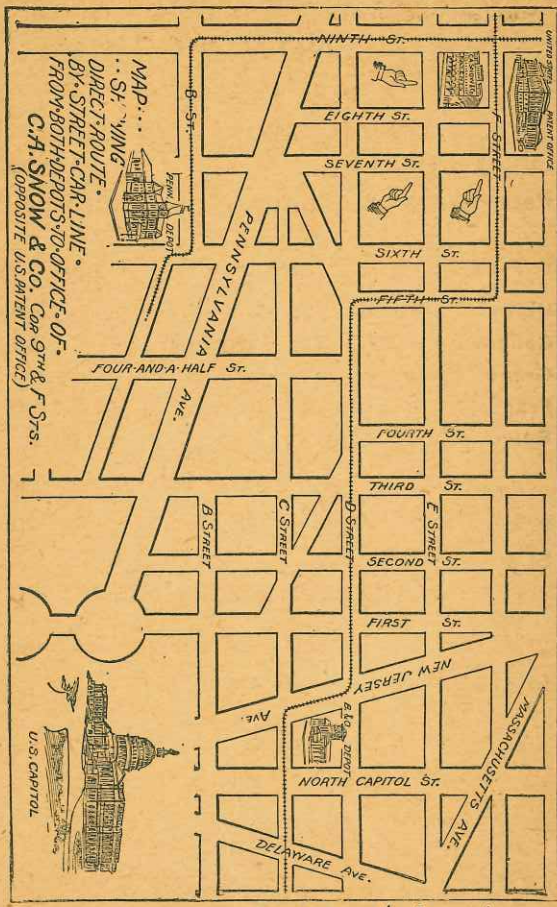

(OVER.)

THIS TICKET WILL BE GOOD FOR **$5** ON YOUR NEXT APPLICATION FOR PATENT..

It will entitle you to a very careful examination of your invention, expert search in Patent Office, and advice whether patentable or not. Send by mail or express prepaid, a pencil sketch, photograph or model of your invention, with a brief description of same.

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Total Cost of Patent for a Simple Invention:

United States -	$65	Spain - -	$45
Canada - -	27	Italy - -	45
Great Britain -	40	Denmark -	50
France - -	45	Norway -	50
Belgium - -	30		

Foreign Patents can be had **by treaty** seven months after patent is applied for in United States.

PATENTS GUARANTEED.

Money may be deposited in bank, payable to us on delivery of patent.

REFERENCES:

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AND TO OUR CLIENTS IN YOUR OWN TOWN OR VICINITY.

(OVER.)